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|---|---------|--|---------|--|---------|---|---------|
| AWARD/CONTRACT | | 1. This Contract Is A Rated Order Under DPAS (15 CFR 700) | | Rating DOA4 | | Page 1 Of 22 | |
| 2. Contract (Proc. Inst. Ident) No. W56HZV-04-C-0009 | | 3. Effective Date 2003DEC02 | | 4. Requisition/Purchase Request/Project No. SEE SCHEDULE | | | |
| 5. Issued By TACOM WARREN BLDG 231 AMSTA-AQ-ABGA VINCE DUFF (586)574-8880 WARREN, MICHIGAN 48397-5000 HTTP://CONTRACTING.TACOM.ARMY.MIL e-mail address: DUFFV@TACOM.ARMY.MIL | | Code W56HZV | | 6. Administered By (If Other Than Item 5) DCMA DETROIT U.S. ARMY TANK & AUTOMOTIVE COMMAND (TACOM) ATTN: DCMAE-GJD WARREN, MI 48397-5000 | | Code S2305A | |
| | | | | SCD C PAS NONE | | ADP PT HQ0337 | |
| 7. Name And Address Of Contractor (No. Street, City, County, State, And Zip Code) TRANSLUME INC 755 PHEONIX DR ANN ARBOR, MI. 48108-2222 TYPE BUSINESS: Other Small Business Performing in U.S. | | | | 8. Delivery <input type="checkbox"/> FOB Origin <input checked="" type="checkbox"/> Other (See Below) SEE SCHEDULE | | | |
| | | | | 9. Discount For Prompt Payment | | | |
| | | | | 10. Submit Invoices (4 Copies Unless Otherwise Specified) | | Item 12 | |
| Code 3AY37 | | | | Facility Code | | To The Address Shown In: | |
| 11. Ship To/Mark For SEE SCHEDULE | | Code | | 12. Payment Will Be Made By DFAS - COLUMBUS CENTER DFAS-CO/NORTH ENTITLEMENT OPERATION P.O. BOX 182266 COLUMBUS OH 43218-2266 | | Code HQ0337 | |
| 13. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)() | | | | 14. Accounting And Appropriation Data ACRN: AA 21 42040000046N6N7EP665502255Y S20113 W56HZV | | | |
| 15A. Item No. SEE SCHEDULE | | 15B. Schedule Of Supplies/Services CONTRACT TYPE: Cost-Plus-Fixed-Fee | | 15C. Quantity | | 15D. Unit | |
| | | | | 15E. Unit Price | | 15F. Amount | |
| | | | | KIND OF CONTRACT: Research and Development Contracts | | | |
| 15G. Total Amount Of Contract | | | | | | \$399,717.00 | |
| 16. Table Of Contents | | | | | | | |
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| Contracting Officer Will Complete Item 17 Or 18 As Applicable | | | | | | | |
| 17. <input checked="" type="checkbox"/> Contractor's Negotiated Agreement (Contractor is required to sign this document and return 2 signed copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.) | | | | 18. <input type="checkbox"/> Award (Contractor is not required to sign this document.) Your offer on Solicitation Number _____ including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary. | | | |
| 19A. Name And Title Of Signer (Type Or Print) | | | | 20A. Name Of Contracting Officer DEREK MCALEER MCALEERD@TACOM.ARMY.MIL (586)574-7197 | | | |
| 19B. Name of Contractor | | 19c. Date Signed | | 20B. United States Of America | | 20C. Date Signed | |
| By _____ (Signature of person authorized to sign) | | | | By _____ /SIGNED/ (Signature of Contracting Officer) | | 2003DEC02 | |
| NSN 7540-01-152-8069 PREVIOUS EDITIONS UNUSABLE | | | | 25-106 GPO : 1985 0 - 478-632 | | Standard Form 26 (Rev. 4-85) Prescribed By GSA-FAR (4.8 CFR) 53.214(a) | |

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B.1 Estimated Cost and Payment

B.1.1 The estimated cost for performance of the work required under this contract is as stated in Section B Schedule.

B.1.2 The Contractor will be paid for the fixed fee stated in Section B under CLIN 0001 for the performance of work under the Contract and in accordance with the terms of the Contract Clause entitled, "FIXED FEE," (Mar 1997), FAR 52.216-8. The fixed fee together with the reimbursement of cost shall constitute full and complete consideration for the Contractor's service in connection with the work required and performed under this Contract.

B.1.3 Allowable cost shall be determined, and payment shall be provided, in accordance with the Contract Clause entitled, "ALLOWABLE COST AND PAYMENT."

B.2 Payment

The Contractor may submit public vouchers monthly for payment under this Contract. The fee will be payable at the time of reimbursement of cost at the same rate as the total Contract fee bears to the total estimated cost, subject to any withholding pursuant to provisions of this Contract.

B.3 Funding

B.3.1 The Government shall provide funds under this Contract covering the estimated cost and fee, on an incremental basis as provided for in the following funding schedule and pursuant to the Contract Clause entitled, "LIMITATION OF FUNDS." It is estimated that the incremental amounts are sufficient for the performance of work in each cited period. The Government may, at its discretion, allot such funds on an incremental basis within each fiscal year. The Contractor shall plan and execute the work required by this Contract to expend and/or commit funds compatible with the funding schedule below. Whenever the Contractor has reason to believe the funds allotted to this contract for any fiscal year are either insufficient or excessive for performing the work required in that fiscal year, the Contractor shall notify the Government.

B.3.2 Incremental Funding Schedule

| <u>Performance Period</u> | <u>Amount</u> |
|---------------------------------------|---------------|
| Award through November 2004: | \$399,717.00 |
| Dec 2004 through Contract Completion: | \$330,283.00 |
| Total: | \$730,000.00 |

B.4 Funds Allotted. The amount of funds currently allotted to this Contract is \$399,717.00.

B.4.1 For the purpose of the Contract clause, "LIMITATION OF FUNDS," the total amount allotted by the Government to the Contract shall be the amount of funds allotted in paragraph B.4 above.

B.4.2 In performing this Contract, the Contractor is not obligated to incur costs, including fee, in excess of the amount of funds allotted to the Contract, as shown in this clause, nor is the Government obligated to reimburse the Contractor for cost and fee in excess of the amount of funds allotted to the Contract by the Government.

*** END OF NARRATIVE B 003 ***

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SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|-----------------------|-------------|
| C-1 | 52.204-4003 (TACOM) | START OF WORK MEETING | MAY/2000 |

The contractor shall host a start of work meeting at its facility, unless some other location is designated in the contract, within within fifteen (15) days after contract award. The contractor shall at a minimum invite the Contracting Officer's Representative (COR) identified in Section G or in an appointment letter, the Contract Specialist identified on the face page of this document, and the Administrative Contracting Officer (ACO). The COR, Contract Specialist, and ACO shall be given at least 10 days advance notice of the time, date, and location of the start of work meeting. The preferred method of notification is by email.

[End of Clause]

C.1 Introduction

The contractor, acting as an independent contractor and not as an agent of the Government, shall provide the necessary personnel, facilities, materials, and services to perform the SOW below, related to Translume Incorporateds phase II proposal A2-0978, " Optical Microsystem Sensors for Vehicle Systems."

C.2 Background - Phase I

In Phase I, Translume Incorporated has demonstrated a manufacturing platform that has no equivalent in the world. They have demonstrated that they can locally impart highly complex functionalities to homogeneous glass substrate. Using this capability Translume has demonstrated the manufacturing of three-dimensional microfluidic circuitry, and has demonstrated the manufacturing of three-dimensional optical waveguides. This technology will find very wide applications in numerous segments of the US industry, including in the automotive, heavy machinery, and biochemical sectors. Translume plans to further their research and development of an automotive diagnostics tool that is focused on petroleum analysis. Combined with their multi-tasked microsensor, the contractor will work to combine their system with an embedded diagnostic system that will deliver the data from their sensor, perform diagnostic work on it, and send it to the user; user meaning a driver of a vehicle, wirelessly to a separate hand held unit, or wirelessly to an off-board web-based system.

C.3 SOW for Phase II

The Contractor shall accomplish the following results:

C.3.1 Design, fabricate, test, demonstrate, and deliver three prototype multi-tasked optical microsystems, including the embedded diagnostic software and hardware system for each, for sampling, analyzing, and communicating data about the condition of engine lubricating petroleum in a High Mobility Multi-Purpose Wheeled Vehicle (HMMWV) - M998 or similar vehicle. The expected powertrain is as follows: General Motors diesel, 8-cyl, 6.5L, naturally aspirated; rating: 150 hp @ 3600 rpm; EPA-certified; fuel: diesel, DF-2, JP-4, JP-8, VV-F-800; cooling: water, radiator; fan: engine-driven, clutch type.

C.3.2 The prototype system, which includes the sensor prototype and the embedded diagnostic system, shall meet the following requirements:

C.3.2.1 The embedded diagnostic system shall be within the engine compartment, and shall not negatively impact engine operation. Note: The embedded diagnostic module (not including the sensors) shall be about the size of a Personal Computer Memory Card International Association (PCMCIA) card (i.e., about 3.6"X2.4"X1.0").

C.3.2.2 The sensor prototype should be small enough to be incorporated into a petroleum filter, for such a truck as of a HMMWV, M998, M915, or equivalent.

C.3.2.3 The sensor prototype will include capability for measurement of fluid light absorption in visible or near-infrared. The contractor will compare data to the Army Oil Analysis Program (AOAP) optical techniques.

C.3.2.4 The sensor prototype will include capability for measurement of dielectric constant of fluid, which will be compared to data from the AOAP similar testing techniques involving dielectric constants of fluid.

C.3.2.5 The sensor prototype should incorporate the necessary equipment for an optical sensing system, such as an optical sensor, a light source port, a photo-detector port, and an electronic interface.

C.3.2.6 The prototype system shall be able to operate off either the vehicle's battery or using its own battery.

C.3.2.7 The prototype system shall operate over vehicle temperatures in the following range (-40 degrees C to +70 degrees C).

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C.3.2.8 The prototype system shall be able to operate properly for a minimum of one (1) year.

C.3.2.9 The prototype system shall be able to obtain and analyze samples of engine petroleum to accurately determine measurable conditions of engine petroleum as detailed in C.3.2.11-C.2.2.14.

C.3.2.10 The contractor shall define and document the measurable engine petroleum conditions suitable for condition measurement. When the prototype system has determined that the engine has reached a suitable condition for condition measurement, it shall be able to transmit a message to communicate the condition of the engine petroleum within 10 seconds after (i) a request is either made or transmitted, either by a vehicle operator or a maintenance technician via a wireless electronic interface as explained in C.3.2.21, or (ii) automatically after the prototype system has detected a change of the condition of the petroleum from "acceptable" to "unacceptable."

C.3.2.11 The prototype system shall be able to measure petroleum temperatures from 160 to 300 degrees F, accurate to +/- 2 degrees. It shall transmit a notification message to indicate an "unacceptable" condition when the petroleum temperature falls below 180 degrees F, or goes above 260 degrees F.

C.3.2.12 The prototype system shall be able to measure petroleum pressure from 5 to 70 psi, accurate to +/- 4 psi. It shall transmit a notification message to indicate an "unacceptable" condition when the petroleum pressure is from 5 to 39 psi, or from 51 to 70 psi.

C.3.2.13 In the case of engine lubricating petroleum, the prototype system shall be able to measure the level of oil from 6 to 8 quarts, accurate to +/- .4 quarts. It shall transmit a notification message to add oil when the oil level falls to 7 quarts. It shall transmit a notification message to indicate an "unacceptable" condition when the oil level falls to 6 quarts.

C.3.2.14 The prototype system shall be able to measure the amount of engine coolant, water, and fuel that may leak into the engine petroleum. It shall transmit a notification message to indicate an "unacceptable" condition when the following amounts of engine coolant, water, or fuel are in the engine petroleum.

Coolant: 500 - 1000 ppm
Water: 2500 - 5000 ppm (total)
Fuel: 5-percent

C.3.2.15 The prototype system shall be able to measure petroleum conductivity, dielectric constant, and electrical soot in engine petroleum.

C.3.2.16 The prototype system shall be able to store at least one engine petroleum measurement per hour per sensor, for a minimum of 50 previous hours of engine operation.

C.3.2.17 The embedded diagnostic system shall be capable of sampling electrical signals on at least four independent channels that can be configured for recognition of analog voltage levels or digital encoding. The contractor shall identify specific operating ranges and capabilities for the channels including maximum and minimum allowed voltages, voltage resolution (e.g., sampling accuracy), sampling frequency, and measurable signal bandwidth.

C.3.2.18 The prototype system shall be able to transmit a notification message to a Contractor-provided vehicle display with the approximate number of engine operating hours until the petroleum needs changing. In addition, it shall be able to transmit a message that gives the condition of the petroleum, including identifying a problem condition.

C.3.2.19 The prototype system shall be able to communicate the condition of the engine lubricating petroleum to maintenance technicians and/or logistics personnel via a Windows-based PC (e.g., plugging the PC into the vehicle's data bus (i.e., Control Area Network (CAN)), unless the COR requests an alternative data bus within six weeks of contract award) or via a 2.4 GHz wireless data link to a PC. The system shall be able to send and to receive messages on the bus in a way that will not conflict with other devices connected to this bus.

C.3.2.20 The prototype system shall be capable of wireless radio communication in a low frequency band (less than 2.0 GHz) between multiple sensor devices and the embedded diagnostic module.

C.3.2.21 The prototype system shall be capable of wireless radio communication at a high frequency band between the embedded diagnostic module and off vehicle transceivers using an industry-standard digital protocol such as Bluetooth or WiFi (IEEE 802.11b).

C.3.2.22 The prototype system shall be compatible with Product Manager (PM) Test, Measurement, and Diagnostic Equipments (TMDE) Predictive Maintenance Module (PMM) software.

C.3.2.23 The prototype system shall also be capable with communicating to a user interface that will be Windows NT 4.0 and XP compliant.

C.3.3 Testing

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The contractor shall prepare a system-level test plan for COR approval or disapproval. Once the COR approves the contractors test plan, the contractor shall proceed forward with testing, the results will be submitted for the CORs review. The contractor shall design the testing to demonstrate that their prototype system can meet the requirements in this SOW using a variety of petroleum samples to represent different petroleum conditions.

C.3.4 Installation

Following testing, the contractor shall install one of the prototype systems in a Government-owned demonstration vehicle (at TACOM). The contractor shall ensure the installed prototype is operating properly. The contractor shall also install at TACOM one prototype into a technology demonstration simulator at TACOM that will be provided by the government. The contractor is responsible for including and installing the hardware and the software for a simulation of the hardware to be integrated into the simulation platform. Note: The contractor does not need to retest the prototype in the demonstration vehicle. The contractor is not responsible for maintaining the installed prototype.

C.4 Meetings

C.4.1 The contractor shall plan and conduct a one (1) day kickoff meeting at TACOM, to explain their plans for accomplishing the Phase II SOW above.

C.4.2 The contractor shall plan and conduct interim progress review meetings (approximately one (1) to two (2) hours) every three (3) months, starting three (3) months after contract award.

C.4.3 The contractor shall plan and conduct two (2) hardware/software demonstrations: the first demonstration at twelve (12) months and the second demonstration at eighteen (18) months after contract award. The twelve month demonstration shall show the status of hardware and software development and operation at the mid-point of this project. The eighteenth month demonstration shall show the complete petroleum analysis system with the sensor developed accordingly and performing as described in Section C.3 above.

C.4.4 All meetings/demonstrations shall be held at TACOM, unless otherwise agreed on by the contractor and the COR.

C.5 Deliverables

C.5.1 Progress Reports. The contractor shall submit progress reports in accordance with (IAW) Exhibit A, Contract Data Requirements List (CDRL), Data Item No. A001.

C.5.2 Interim Technical Reports. The contractor shall prepare and submit a draft scientific and technical report IAW Exhibit A, CDRL, Data Item No. A002.

C.5.3 Presentation Materials. The contractor shall prepare and deliver presentation materials IAW Appendix A, CDRL, Data Item No. A003. These presentation materials may be publicly displayed at government locations, or at professional or industry trade shows or conferences.

C.5.4 Prototypes. The contractor shall deliver three prototype functional sets of the system by eighteen (18) months after contract award. Each set shall include one optical sensor produced under this contract and the diagnostic system, which will provide the diagnostic software and hardware necessary to get the sensing data back to the user. The system shall include both hardware and software, and shall be capable of performing as discussed in Section C.3 above. One of the prototype functional sets shall be installed and delivered by the contractor in the Government owned demonstrator vehicle. The second prototype functional set shall be installed and delivered by the contractor in the Government technical demonstrator simulator (see C.3.4). The third prototype functional set will be delivered to the Government without having been installed into as vehicle or simulator.

*** END OF NARRATIVE C 001 ***

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SECTION D - PACKAGING AND MARKING

PACKAGING AND MARKING

D.1 Packaging and Packing

All items deliverable under this contract shall be packaged and packed in accordance with standard commercial practice in order to assure arrival at Destination without damage or loss.

D.2 Marking

All technical data deliverable under this contract shall be identified by the prime contractor, the name and address of the prime contractor, and where applicable, the name and address of the subcontractor who generated the data.

*** END OF NARRATIVE D 001 ***

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SECTION E - INSPECTION AND ACCEPTANCE

| | Regulatory Cite | Title | Date |
|-----|-----------------|---|----------|
| E-1 | 52.246-9 | INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM) | APR/1984 |

E.4 Inspection and Acceptance

The Contracting Officer's Representative (COR) is responsible for inspecting and accepting or rejecting all hardware, software, and reports submitted by the Contractor to the Government, at destination, in accordance with the terms of the Contract.

*** END OF NARRATIVE E 001 ***

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SECTION F - DELIVERIES OR PERFORMANCE

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|-----|------------------------|---|-------------|
| F-1 | 52.242-15 | STOP WORK ORDER--(ALTERNATE I dated APR 1984) | AUG/1989 |
| F-2 | 52.247-34 | F.O.B. DESTINATION | NOV/1991 |

F.3 Hardware and Software

F.3.1 The Contractor shall deliver all hardware required by this Contract, F.O.B. Destination, to the following address:

Mr. Jose Mabesa, JR. Mechanical Engineer
U.S. Army TARDEC; National Automotive Center
Office Symbol: AMSRD-TAR-N
Building 215 (Mail Stop 157)
6501 East Eleven Mile Rd.
Warren, Michigan 48397-5000

work phone: (586) 574-8461
wireless: (586) 530-9198

F.3.2 The Contractor shall submit all data electronically, in accordance with Exhibit A, Contract Data Requirements List (CDRL), DD Form 1423.

F.4 Period of Performance

The Contract's period of performance shall be twenty-four (24) months from the date of award, including submitting the final technical report for the contract.

*** END OF NARRATIVE F 001 ***

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SECTION G - CONTRACT ADMINISTRATION DATA

| LINE | PRON/ AMS CD/ <u>ITEM</u> <u>MIPR</u> | OBLG <u>ACRN</u> <u>STAT</u> | <u>ACCOUNTING CLASSIFICATION</u> | | JOB ORDER | ACCOUNTING <u>STATION</u> | OBLIGATED <u>AMOUNT</u> |
|--------|---|---------------------------------|---|--|--------------|------------------------------|----------------------------|
| 000101 | E142C041EH | AA 2 | 21 42040000046N6N7EP665502255Y S20113 | | 42C041 | W56HZV \$ | 399,717.00 |
| | 665502M4055 | | | | | | |
| | | | | | | TOTAL \$ | 399,717.00 |

| SERVICE <u>NAME</u> | <u>TOTAL BY ACRN</u> | <u>ACCOUNTING CLASSIFICATION</u> | | ACCOUNTING <u>STATION</u> | OBLIGATED <u>AMOUNT</u> |
|------------------------|----------------------|---|--|------------------------------|----------------------------|
| Army | AA | 21 42040000046N6N7EP665502255Y S20113 | | W56HZV | \$ 399,717.00 |
| | | | | | |
| | | | | TOTAL | \$ 399,717.00 |

| <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------------------------|------------------------------|-------------|
| G-1 | 52.242-4016 COMMUNICATIONS | MAY/2000 |
| | (TACOM) | |

(a) Communications on technical matters pertaining to the contract shall be direct between the contractor and the Technical Representative. Communications for the Technical Representative shall be addressed to:

Name: Jose Mabesa
phone: (586) 574-8461
e-mail: jose.mabesa@us.army.mil

(b) The Administrative Contracting Officer's (ACO) name and email address are:

ACO: Carrie Zunk
phone: (734) 741-2004
e-mail: czunk@dcmdcma.mil

(c) Please see the appointment letters prepared at time of contract award for functions the Technical Representative and ACO will perform on this contract.

[End of Clause]

| | | | |
|-----|--------------|--------------------------------------|----------|
| G-2 | 252.201-7000 | CONTRACTING OFFICER'S REPRESENTATIVE | DEC/1991 |
|-----|--------------|--------------------------------------|----------|

(a) Definition. Contracting Officer's Representative means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

[End of Clause]

| | | | |
|-----|-------------|------------------------|----------|
| G-3 | 52.227-4004 | RELEASE OF INFORMATION | OCT/2003 |
| | (TACOM) | | |

The contractor shall ensure that he complies with the requirements of Chapter 5, page 22, paragraph 5-48, of AR 360-1, The Army Public Affairs Program, dated 15 Oct 2000, prior to contemplated release of any procurement information. Approval of the Contracting Officer is required prior to release of any such information. AR 360-1 may be found at http://www.usapa.army.mil/pdffiles/r360_1.pdf .

[End of clause]

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G-4 52.232-4005 INVOICE INFORMATION REQUIREMENT JAN/1988
(TACOM)

On each payment request submitted, the Contractor shall identify each affected Contract Line Item Number (CLIN), sub-CLIN, and/or work directive, together with the related dollar amounts. This requirement does not diminish or restrict any other requirement of this contract.

* * G.1 CONTRACTOR: SPECIAL BILLING INSTRUCTIONS: * *

G.1.1 The Contractor shall bill to the six-digit Sub-Line Item Number (SLIN) level and ACRN under the four-digit Contract Line Item Number (CLIN), see Section B, for which the work effort was performed.

G.1.2 If multiple SLINs exist on the same four-digit major CLIN, the Contractor shall determine which six-digit SLIN contains the oldest fiscal year money and invoice against the SLIN containing the oldest money, until fully billed.

G.1.3. To determine the fiscal year of funds, refer to the "Job Order Number" (JON) column that applies to ALL funding under the four digit CLIN, as shown in Section G - Contract Administration Data. The first digit of the JON represents the fiscal year. (For example, CLIN 0001 is funded by SLINs 000101 and 000102. If JON: 22C334 is associated with 000101 and JON: 32C205, associated with 000102, SLIN 000101 is FY 2002 funding and shall be invoiced prior to invoicing against SLIN 000102, which is FY 2003 funding.)

* * G.2 DFAS: SPECIAL PAYMENT INSTRUCTIONS: * *

DFAS will make payments as billed by the contractor.

*** END OF NARRATIVE G 001 ***

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SECTION H - SPECIAL CONTRACT REQUIREMENTS

| | Regulatory Cite | Title | Date |
|------|-----------------|--|----------|
| H-1 | 252.204-7000 | DISCLOSURE OF INFORMATION | DEC/1991 |
| H-2 | 252.205-7000 | PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS | DEC/1991 |
| H-3 | 252.225-7001 | BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM | APR/2003 |
| H-4 | 252.225-7002 | QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS | APR/2003 |
| H-5 | 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | APR/2003 |
| H-6 | 252.225-7009 | DUTY-FREE-ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS) | AUG/2000 |
| H-7 | 252.227-7036 | DECLARATION OF TECHNICAL DATA CONFORMITY | JAN/1997 |
| H-8 | 252.227-7037 | VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA | SEP/1999 |
| H-9 | 252.231-7000 | SUPPLEMENTAL COST PRINCIPLES | DEC/1991 |
| H-10 | 252.235-7011 | FINAL SCIENTIFIC OR TECHNICAL REPORT | SEP/1999 |
| H-11 | 252.242-7004 | MATERIAL MANAGEMENT AND ACCOUNTING SYSTEM | DEC/2000 |
| H-12 | 252.246-7000 | MATERIAL INSPECTION AND RECEIVING REPORT | MAR/2003 |
| H-13 | 252.246-7001 | WARRANTY OF DATA | DEC/1991 |
| H-14 | 252.227-7039 | PATENTS -- REPORTING OF SUBJECT INVENTIONS | APR/1990 |

The Contractor shall furnish the Contracting Officer the following:

(a) Interim reports every twelve (12) months (or such longer period as may be specified by the Contracting Officer) from the date of the contract, listing subject inventions during that period and stating that all subject inventions have been disclosed or that there are no such inventions.

(b) A final report, within three (3) months after completion of the contracted work, listing all subject inventions or stating that there were no such inventions.

(c) Upon request, the filing date, serial number and title, a copy of the patent application and patent number, and issue data for any subject invention for which the Contractor has retained title.

(d) Upon request, the Contractor shall furnish the Government an irrevocable power to inspect and make copies of the patent application file.

(End of clause)

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| H-15 | 52.204-4005 (TACOM) | REQUIRED USE OF ELECTRONIC CONTRACTING | DEC/2002 |
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(a) All contract awards, modifications and delivery orders issued by TACOM will be issued electronically. The contractor has the option to receive these actions either via the Worldwide Web (WWW) or Electronic Data Interchange (EDI). Many provisions and clauses appear "by reference," meaning only clause titles and regulation site are listed; their full texts can be found at the website <http://farsite.hill.af.mil/>

(b) In order to be eligible to receive an award under this solicitation, the successful offeror must be registered with the Department of Defense (DOD) Central Contractor Registration (CCR). The CCR registration process may be done electronically at the World Wide Web (WWW) site: <http://www.ccr.gov/>. (In order to be registered to use EDI, you must use the long form for registration. Certification information, including information on the EDI 838 TPP, must be furnished to the Contracting Officer within 60 calendar days after contract award to complete networking requirements within the Government.)

(c) Worldwide Web Distribution. The contractor will receive an electronic Notice of the Award, Modification, or Delivery Order via e-mail. If you choose the WWW option, you must download the file from the appropriate TACOM webpage:

Warren: http://contracting.tacom.army.mil/awards_official.htm
Rock Island: <http://aais.ria.army.mil/AAIS/AWDINFO/index.htm>
Picatinny: <http://procnet.pica.army.mil/Contracts/Index.htm>
Red River Army Depot: <http://www.redriver.army.mil/contracting/Awards>
Anniston Army Depot: <http://www.anadprocnet.army.mil>

(d) Electronic Data Interchange. If you choose to receive contract awards, modifications and delivery orders through EDI, they will be delivered electronically via the Federal Acquisition Network (FACNET). Federal Standard Version 3050 of Standard X12 from the American National Standards Institute (ANSI) will be used as the format for these electronic transactions.

(1) You must complete the EDI 838 Trading Partner Profile, and must agree (i) to subcontract with a DoD certified VAN or

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Value Added Service (VAS) provider, or (ii) to become DoD certified as a Value Added Network (VAN). The EDI 838 Training Partner Profile is contained in the basic CCR registration form and includes portions of the registration form which are titled "Optional".

(2) You must select a VAN from the official DoD approved list. DoD Certified VANs are listed at <http://www.acq.osd.mil/ec/ecip/index.htm>. If your VAN is later removed from the official list, or if you voluntarily drop your initially selected VAN, then you must switch to a VAN that remains on the official DoD approved list. You must maintain an active account on a DoD approved VAN for the entire duration of the contract, beginning no later than the 60th day after award.

(e) Unless otherwise specified elsewhere in the contract, all data items you are required to provide under this contract must be submitted electronically. Acceptable formats include:

(1) Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower.): Word, Excel, Powerpoint, or Access

(2) 100 OR 250 MEGABYTE ZIP*-DISK, 3 1/2 INCH DISK, OR 650 MEGABYTE CD ROM

(3) E-MAIL (Maximum size of each e-mail message is be three and one-half (3.5) megabytes).

(4) Other electronic formats. Before submitting your data in any other electronic format, please e-mail the buyer identified on the face of the contract, with e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the buyer not later than ten calendar days before the required data submission date.

NOTE: The above formats may be submitted in compressed form using self-extracting files.

(f) Additional information can be obtained by sending a message to: acqcenweb@tacom.army.mil or by calling (586) 574-7059.
[End of Clause]

H-16 52.216-4008 STATUS OF FUNDS ON COST REIMBURSEMENT CONTRACTS/CLINS JUN/1989
(TACOM)

(a) The Contractor shall review the funding as it relates to work performed on the cost-reimbursement Contract Line Item Numbers (CLINs) under this contract and shall provide to the Procuring Contracting Officer (PCO) a written determination of what, if any, funds are excess to requirements (leaving a reasonable amount for final overhead rate negotiations and other reasonably predicted requirements) and are available for deobligation. This review shall be coordinated with the Administrative Contracting Officer (ACO), and the written determination shall be accomplished within 120 days of completion of performance under the CLIN. The report shall be prepared in terms of dollars available per Purchase Request Order Number (PRON), unless requested otherwise by the PCO.

(b) This report may be requested in writing by the PCO on additional occasions during the course of performance of work on cost-reimbursable CLINS contained in this contract. On such occasions, the written report shall be provided to the PCO within 14 days of Contractor receipt of the written request.

(End of clause)

H-17 52.246-4026 LOCAL ADDRESSES FOR DD FORM 250 MAR/2002
(TACOM)

(a) The contractor must provide a copy of each Material Inspection and Receiving Report (DD 250) pertaining to this contract, to the addresses given below, using either of the following methods:

(1) Our first preference is for you to use electronic mail (e-mail), using the following e-mail address:

DD250@tacom.army.mil

(2) Our second preference is for you to use data facsimile (datafax) transmission, using this fax number:

(586) 574-7552 and use "DD250 mailbox" in the "to:" block of your fax cover or header sheet.

In either method, do not mix DD250s from more than one contract in a single transmmission. That is, you may submit multiple DD250s in a single transmission, but they must all be against the same contract.

(b) These copies meet the requirements for the Purchasing Office copy and the Army Inventory Control Manager copy listed in tables 1 and 2 of DFARS Appendix F.

(c) The DD250 form may be found, in three different formats, on the World Wide Web at <http://web1.whs.osd.mil/icdhome/DD-0999.htm>

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[End of Clause]

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SECTION I - CONTRACT CLAUSES

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address: <http://farsite.hill.af.mil/>

[End of Clause]

| | <u>Regulatory Cite</u> | <u>Title</u> | <u>Date</u> |
|------|------------------------|--|-------------|
| I-1 | 52.202-1 | DEFINITIONS | DEC/2001 |
| I-2 | 52.203-3 | GRATUITIES | APR/1984 |
| I-3 | 52.203-5 | COVENANT AGAINST CONTINGENT FEES | APR/1984 |
| I-4 | 52.203-6 | RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT | JUL/1995 |
| I-5 | 52.203-7 | ANTI-KICKBACK PROCEDURES | JUL/1995 |
| I-6 | 52.203-8 | CANCELLATION, RESCISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-7 | 52.203-10 | PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY | JAN/1997 |
| I-8 | 52.203-12 | LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS | JUN/2003 |
| I-9 | 52.204-4 | PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER | AUG/2000 |
| I-10 | 52.209-6 | PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT | JUL/1995 |
| I-11 | 52.211-15 | DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS | SEP/1990 |
| I-12 | 52.215-2 | AUDIT AND RECORDS - NEGOTIATIONS | JUN/1999 |
| I-13 | 52.215-8 | ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT | OCT/1997 |
| I-14 | 52.215-10 | PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA | OCT/1997 |
| I-15 | 52.215-12 | SUBCONTRACTOR COST OR PRICING DATA | OCT/1997 |
| I-16 | 52.215-14 | INTEGRITY OF UNIT PRICES (ALTERNATE I, (OCT 1997)) | OCT/1997 |
| I-17 | 52.215-17 | WAIVER OF FACILITIES CAPITAL COST OF MONEY | OCT/1997 |
| I-18 | 52.216-7 | ALLOWABLE COST AND PAYMENT | DEC/2002 |
| I-19 | 52.216-8 | FIXED FEE | MAR/1997 |
| I-20 | 52.219-6 | NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE | JUN/2003 |
| I-21 | 52.219-8 | UTILIZATION OF SMALL BUSINESS CONCERNS | OCT/2000 |
| I-22 | 52.219-9 | SMALL BUSINESS SUBCONTRACTING PLAN | JAN/2002 |
| I-23 | 52.219-14 | LIMITATIONS ON SUBCONTRACTING | DEC/1996 |
| I-24 | 52.219-16 | LIQUIDATED DAMAGES - SUBCONTRACTING PLAN | JAN/1999 |
| I-25 | 52.222-1 | NOTICE TO THE GOVERNMENT OF LABOR DISPUTES | FEB/1997 |
| I-26 | 52.222-4 | CONTRACT WORK HOURS AND SAFETY STANDARDS ACT--OVERTIME COMPENSATION | SEP/2000 |
| I-27 | 52.222-20 | WALSH-HEALEY PUBLIC CONTRACTS ACT | DEC/1996 |
| I-28 | 52.222-21 | PROHIBITION OF SEGREGATED FACILITIES | FEB/1999 |
| I-29 | 52.222-26 | EQUAL OPPORTUNITY | APR/2002 |
| I-30 | 52.222-35 | AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA | DEC/2001 |
| I-31 | 52.222-36 | AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES | JUN/1998 |
| I-32 | 52.222-37 | EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS | DEC/2001 |
| I-33 | 52.223-6 | DRUG FREE WORKPLACE | MAY/2001 |
| I-34 | 52.223-14 | TOXIC CHEMICAL RELEASE REPORTING | AUG/2003 |
| I-35 | 52.225-8 | DUTY-FREE ENTRY | FEB/2000 |
| I-36 | 52.225-13 | RESTRICTIONS ON CERTAIN FOREIGN PURCHASES | JUN/2003 |
| I-37 | 52.226-1 | UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES | JUN/2000 |
| I-38 | 52.227-1 | AUTHORIZATION AND CONSENT (ALTERNATE I dated April 1984) | JUL/1995 |
| I-39 | 52.227-2 | NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT | AUG/1996 |
| I-40 | 52.227-11 | PATENT RIGHTS--RETENTION BY THE CONTRACTOR (SHORT FORM) | JUN/1997 |
| I-41 | 52.228-7 | INSURANCE--LIABILITY TO THIRD PERSONS | MAR/1996 |
| I-42 | 52.229-3 | FEDERAL, STATE, AND LOCAL TAXES | APR/2003 |
| I-43 | 52.229-5 | TAXES--CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO | APR/1984 |
| I-44 | 52.232-9 | LIMITATION ON WITHHOLDING OF PAYMENTS | APR/1984 |
| I-45 | 52.232-17 | INTEREST | JUN/1996 |
| I-46 | 52.232-20 | LIMITATION OF COST | APR/1984 |
| I-47 | 52.232-22 | LIMITATION OF FUNDS | APR/1984 |
| I-48 | 52.232-23 | ASSIGNMENT OF CLAIMS | JAN/1986 |
| I-49 | 52.232-25 | PROMPT PAYMENT | FEB/2002 |
| I-50 | 52.232-33 | PAYMENT BY ELECTRONIC FUNDS TRANSFER--CENTRAL CONTRACTOR REGISTRATION | OCT/2003 |

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| I-51 | 52.233-1 | DISPUTES | JUL/2002 |
| I-52 | 52.233-3 | PROTEST AFTER AWARD -- (ALTERNATE I, dated JUN 1985) | AUG/1996 |
| I-53 | 52.242-1 | NOTICE OF INTENT TO DISALLOW COSTS | APR/1984 |
| I-54 | 52.242-3 | PENALTIES FOR UNALLOWABLE COSTS | MAY/2001 |
| I-55 | 52.242-4 | CERTIFICATION OF INDIRECT COSTS | JAN/1997 |
| I-56 | 52.242-13 | BANKRUPTCY | JUL/1995 |
| I-57 | 52.243-2 | CHANGES--COST-REIMBURSEMENT (ALTERNATE V, dated April 1984)) | AUG/1987 |
| I-58 | 52.244-2 | SUBCONTRACTS (ALT I--AUG 1998) | AUG/1998 |
| I-59 | 52.244-5 | COMPETITION IN SUBCONTRACTING | DEC/1996 |
| I-60 | 52.245-5 | GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (Deviation, per DAR Tracking Number 99-00008, 13 July 99) | JUN/2003 |
| I-61 | 52.246-23 | LIMITATION OF LIABILITY | FEB/1997 |
| I-62 | 52.246-25 | LIMITATION OF LIABILITY--SERVICES | FEB/1997 |
| I-63 | 52.249-6 | TERMINATION (COST-REIMBURSEMENT) | SEP/1996 |
| I-64 | 52.249-14 | EXCUSABLE DELAYS | APR/1984 |
| I-65 | 52.253-1 | COMPUTER GENERATED FORMS | JAN/1991 |
| I-66 | 252.203-7001 | PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE CONTRACT-RELATED FELONIES | MAR/1999 |
| I-67 | 252.204-7003 | CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT | APR/1992 |
| I-68 | 252.209-7000 | ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY | NOV/1995 |
| I-69 | 252.209-7004 | SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY per DoD interim rule, Federal Register 27 Mar 98 | MAR/1998 |
| I-70 | 252.211-7005 | SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS | FEB/2003 |
| I-71 | 252.215-7000 | PRICING ADJUSTMENTS | DEC/1991 |
| I-72 | 252.215-7002 | COST ESTIMATING SYSTEM REQUIREMENTS | OCT/1998 |
| I-73 | 252.219-7003 | SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) | APR/1996 |
| I-74 | 252.225-7004 | REPORTING OF CONTRACT PERFORMANCE OUTSIDE THE UNITED STATES | APR/2003 |
| I-75 | 252.225-7012 | PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES | FEB/2003 |
| I-76 | 252.225-7014 | PREFERENCE FOR DOMESTIC SPECIALTY METALS (ALT 1) | APR/2003 |
| I-77 | 252.225-7016 | RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS | APR/2003 |
| I-78 | 252.225-7025 | RESTRICTION ON ACQUISITION OF FORGINGS | APR/2003 |
| I-79 | 252.225-7031 | SECONDARY ARAB BOYCOTT OF ISRAEL | APR/2003 |
| I-80 | 252.227-7017 | IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS | JUN/1995 |
| I-81 | 252.227-7018 | RIGHTS IN NONCOMMERCIAL TECHNICAL DATA AND COMPUTER SOFTWARE-- SMALL BUSINESS INNOVATIVE RESEARCH (SBIR) PROGRAM | JUN/1995 |
| I-82 | 252.227-7019 | VALIDATION OF ASSERTED RESTRICTIONS--COMPUTER SOFTWARE | JUN/1995 |
| I-83 | 252.227-7030 | TECHNICAL DATA--WITHHOLDING OF PAYMENT | MAR/2000 |
| I-84 | 252.227-7034 | PATENTS--SUBCONTRACTS | APR/1984 |
| I-85 | 252.242-7000 | POSTAWARD CONFERENCE | DEC/1991 |
| I-86 | 252.244-7000 | SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DoD CONTRACTS) | MAR/2000 |
| I-87 | 52.219-4 | NOTICE OF PRICE EVALUATION FOR HUBZONE SMALL BUSINESS CONCERNS | JAN/1999 |

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

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(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer. These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

[] Offer elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants;

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

[End of Clause]

I-88 52.223-11 OZONE-DEPLETING SUBSTANCES MAY/2001

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

[End of Clause]

I-89 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized

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deviation is indicated by the addition of (DEVIATION) after the date of the clause.

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR 2) clause with an authorized deviation is indicated by the addition of (DEVIATION) after the name of the regulation.

[End of Clause]

I-90 252.204-7004 REQUIRED CENTRAL CONTRACTOR REGISTRATION NOV/2001

(a) Definitions. As used in this clause--

(1) Central Contractor Registration (CCR) database means the primary DoD repository for contractor information required for the conduct of business with DoD.

(2) Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet Information Services to identify unique business entities.

(3) Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by Dun and Bradstreet plus a 4-digit suffix that may be assigned by a parent (controlling) business concern. This 4-digit suffix may be assigned at the discretion of the parent business concern for such purposes as identifying subunits or affiliates of the parent business concern.

(4) Registered in the CCR database means that all mandatory information, including the DUNS number or the DUNS+4 number, if applicable, and the corresponding Commercial and Government Entity (CAGE) code, is in the CCR database; the DUNS number and the CAGE code have been validated; and all edits have been successfully completed.

(b)

(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this solicitation, except for awards to foreign vendors for work to be performed outside the United States.

(2) The offeror shall provide its DUNS or, if applicable, its DUNS+4 number with its offer, which will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(3) Lack of registration in the CCR database will make an offeror ineligible for award.

(4) DoD has established a goal of registering an applicant in the CCR database within 48 hours after receipt of a complete and accurate application via the Internet. However, registration of an applicant submitting an application through a method other than the Internet may take up to 30 days. Therefore, offerors that are not registered should consider applying for registration immediately upon receipt of this solicitation.

(c) The Contractor is responsible for the accuracy and completeness of the data within the CCR, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to confirm on an annual basis that its information in the CCR database is accurate and complete.

(d) Offerors and contractors may obtain information on registration and annual confirmation requirements by calling 1-888-227-2423, or via the Internet at <http://www.ccr.gov>.

[End of Clause]

I-91 252.225-7015 PREFERENCE FOR DOMESTIC HAND OR MEASURING TOOLS DEC/1991

The Contractor agrees to deliver under this contract only hand or measuring tools produced in the United States or its possessions.
(End of clause)

I-92 252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA MAY/2002

(a) Definitions. As used in this clause--

(1) Components means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

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(2) Department of Defense (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

(3) Foreign flag vessel means any vessel that is not a U.S.-flag vessel.

(4) Ocean transportation means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

(5) Subcontractor means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract. However, effective May 1, 1996, the term does not include a supplier, materialman, distributor, or vendor of commercial items or commercial components.

(6) Supplies means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) Supplies includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

(7) U.S.-flag vessel means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)

(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if-

(i) This contract is a construction contract; or

(ii) The supplies being transported are-

(A) Noncommercial items; or

(B) Commercial items that-

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that--

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of other than U.S.-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum--

(1) Type, weight, and cube of cargo;

| | | |
|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0009 MOD/AMD | Page 20 of 22 |
| Name of Offeror or Contractor: TRANSLUME INC | | |

- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Division of National Cargo, Office of Market Development, Maritime Administration, U.S. Department of Transportation, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information--

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of the steamship company.

(f) The Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief--

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;
- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all non-U.S.-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

| ITEM DESCRIPTION | CONTRACT LINE ITEMS | QUANTITY | TOTAL |
|---------------------|------------------------|----------|-------|
|---------------------|------------------------|----------|-------|

(g) If the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of non-U.S.-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) In the award of subcontracts for the types of supplies described in paragraph (b)(2) of this clause, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (h) in all subcontracts that exceed the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

| | | |
|---|--|----------------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued PIIN/SIIN W56HZV-04-C-0009 MOD/AMD | Page 21 of 22 |
| Name of Offeror or Contractor: TRANSLUME INC | | |

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (h), in subcontracts that are at or below the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation.

[End of Clause]

I-93 252.247-7024 NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA MAR/2000

(a) The Contractor has indicated by the response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies. If however, after the award of this contract, the Contractor learns that supplies, as defined in the Transportation of Supplies by Sea clause of this contract, will be transported by sea, the Contractor--

(1) Shall notify the Contracting Officer of that fact; and

(2) Hereby agrees to comply with all the terms and conditions of the Transportation of Supplies by Sea clause of this contract.

(b) The Contractor shall include this clause, including this paragraph (b), revised as necessary to reflect the relationship of the contracting parties

(1) In all subcontracts hereunder, if this contract is a construction contract; or

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

[End of Clause]

I-94 52.204-4009 MANDATORY USE OF CONTRACTOR TO GOVERNMENT ELECTRONIC COMMUNICATION JUN/1999
(TACOM)

(a) All references in the contract to the submission of written documentation shall mean electronic submission. All electronic submissions shall be in the formats and media described in the "Electronic Quotations/Offers/Bids Required in Response to this Request for Quotations/Proposals/Bids" clause elsewhere in this document. (See Section K for commercial acquisitions, Section L for RFPs, and Section I for RFQs.)

(b) This shall include all written unclassified communications between the Government and the Contractor except contract awards and contract modifications which shall be posted on the internet. Return receipt shall be used if a commercial application is available. Classified information shall be handled in full accordance with the appropriate security requirements.

(c) In order to be contractually binding, all Government communications requiring a Contracting Officer signature must be sent from the Contracting Officer's e-mail address. The Contractor shall designate the personnel with signature authority who can contractually bind the contractor. All binding contractor communication shall be sent from this contractor e-mail address(es).

(d) Upon award, the Contractor shall provide the Contracting Officer with a list of e-mail addresses for all administrative and technical personnel assigned to this contract.

(e) Unless exempted by the Procuring Contracting Officer in writing, all unclassified written communication after contract award shall be transmitted electronically.

[End of Clause]

| | | | |
|--|---|---------|---------------|
| CONTINUATION SHEET | Reference No. of Document Being Continued | | Page 22 of 22 |
| | PIIN/SIIN | MOD/AMD | |
| W56HZV-04-C-0009 | | | |
| Name of Offeror or Contractor: TRANSLUME INC | | | |

SECTION J - LIST OF ATTACHMENTS

| List of Addenda | Title | Date | Number of Pages | Transmitted By |
|--------------------|--|------|--------------------|----------------|
| Exhibit A | CONTRACT DATA REQUIREMENTS LIST (DD FORM 1423) | | | |

CONTRACT DATA REQUIREMENT LIST

Form Approval OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO.: 0001 D. SYSTEM/ITEM.....: Optical Microsystem Sensors for Vehicle Systems
B. EXHIBIT: A E. CONTRACT/PR NO.: W56HZV-04-C-0009
C. CATEGORY.....: F. CONTRACTOR.....: Translume, Inc.

1. DATA ITEM NO.....: A001
2. TITLE OF DATA ITEM.: Contractor's Progress, Status, and Management Report
3. SUBTITLE.....: Phase II Progress Reports

4. AUTHORITY.....: DI-MGMT-80227
5. CONTRACT REFERENCE.: Section C.5.1
6. REQUIRING OFFICE...: AMSRD-TAR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: LT 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES: | DRAFT | FINAL |
|------------------|--|------------|-------|-------|
| | Jose Mabesa, JR, Contracting Officer's Representative (COR), E-mail: jose.mabesa@us.army.mil | | | 1 |
| | Vincent Duff, Contract Specialist, E-Mail: vincent.duff@us.army.mil | | | 1 |
| | Carrie Zunk, Administrative Contracting Officer (ACO), E-mail: czunk@dcma.mil | | | 1 |
| | | 15. TOTAL: | | 1 * |

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Jose Mabesa, JR; Vincent Duff and Carrie Zunk's e-mail addresses

16. REMARKS:

- a. The Contractor shall deliver monthly progress reports. The first report by thirty (30) days after the contract award date.
- b. Complete the reports in accordance with (IAW) Data Item Description (DID) DI-MGMT-80227, "Contractor's Progress, Status, and Management Report." The COR is responsible for accepting or rejecting the "Contractor's Progress, Status, and Management Reports." See DID DI-MGMT-80227, at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0001/48/17/DI80227.PD8>

- c. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

- (1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.
- (2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.
- (3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.
- (4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

d. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD-ROM. Identify the software application and version used to create each

file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE :

MOD/AMD

ATT/EXH ID

PAGE 3

1. DATA ITEM NO.: A002
2. TITLE OF DATA ITEM.: Scientific and Technical Reports
3. SUBTITLE: Phase II Draft and Final Technical Reports

4. AUTHORITY: DI-MISC-80711A
5. CONTRACT REFERENCE: Section C.5.2

6. REQUIRING OFFICE...: AMSRD-TAR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
7. DD250 REQ.....: DD 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
8. APP CODE.....: 11. AS OF DATE.....: See Block 16

| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES: | DRAFT | FINAL |
|--|--------------------------|------------|-------|-------|
| Jose Mabesa, JR, Contracting Officer's Representative (COR), E-mail: | jose.mabesa@us.army.mil | | 1 | |
| Vincent Duff, Contract Specialist, E-Mail: | vincent.duff@us.army.mil | | 1 | |
| Carrie Zunk, Administrative Contracting Officer (ACO), E-mail: | czunk@dcmdc.dcm.mil | | 1 | |
| | 15. TOTAL: | | 1 | * |

* In distributing the electronic report, according to the schedule in Block 16 below, the Contractor shall deliver one (1) copy to the Government, sent to Jose Mabesa JR; Vincent Duff and Carrie Zunk's e-mail addresses.

16. REMARKS:

a. The Contractor shall deliver one (1) draft "Scientific and Technical Report," sixteen (16) months after contract award. The draft report shall include a completed Standard Form (SF) 298 (Report Documentation Page) as the report's cover sheet. The COR shall review the draft report and return it to the Contractor within thirty (30) days of receipt with comments. The Contractor shall submit one (1) final "Scientific and Technical Report" (with the completed SF 298) within thirty (30) days after receipt of draft comments.

c. Complete the reports IAW DID DI-MISC 80711A, "Scientific and Technical Reports." The COR is responsible for accepting or rejecting the draft and final reports, and for submitting the approved final report to the Defense Technical Information Center (DTIC), in Ft. Belvoir, VA. See the data item description (DI-MISC-80711A), at the Internet address below, for instructions on completing the required report.

<http://assist.daps.dla.mil/docimages/0002/27/88/80711A.PD4>

You may download the SF 298 form, from the following Internet address:

<http://www.dtic.mil/dtic/forms/sf298template.doc>

You may download basic instructions for completing the SF 298 form, from the following Internet address:

http://www.dtic.mil/dtic/forms/SF298_MS67.doc

Here are some additional instructions for completing the SF 298 form, that apply when submitting reports under the SBIR Program:

For each unclassified report, the Contractor shall fill in Block 12a (Distribution/Availability Statement) of the SF 298 with one of the following statements:

(a) Approved for public release; distribution unlimited.

(b) Distribution authorized to U.S. Government Agencies only; contains proprietary information

Note: After reviewing the Contractor's entry in Block 12a, TACOM has final responsibility for assigning a distribution statement.

Block 13 (Abstract) of the SF 298 must include the first sentence, "Report developed under SBIR contract for topic A02-227." The abstract must identify the purpose of the work and briefly describe the work carried out, the finding or results, and the potential applications of the effort. Since the Department of Defense (DOD) will be publishing the abstract, it must not contain any proprietary or classified data.

Block 14 (Subject Terms) of the SF 298 must include the term "SBIR Report."

d. Prepare the reports in the Contractor's format. Submit the reports using any of the following electronic formats:

(1) Files readable using these Microsoft* 97 Office Products (TACOM can currently read OFFICE 97* and lower): Word, Excel, PowerPoint, or Access. Spreadsheets must be sent in a file format that includes all formulae, macro and format information. Print image is not acceptable. Executable files, other than self-extracting compressed files, are unacceptable.

(2) Files in Adobe PDF (Portable Document Format). Scanners should be set to 200 dots per inch.

(3) Files in HTML (Hypertext Markup Language). HTML documents must not contain active links to live Internet sites or pages. All linked information must be contained within your electronic report, and be accessible offline.

(4) Other electronic formats. Before preparing your report in any other electronic format, please e-mail the COR, with an e-mail copy-furnished to amsta-idq@tacom.army.mil, in order to obtain a decision as to the format's acceptability. This e-mail must be received by the COR not later than ten calendar days before the draft report's due date. All alternate methods must be a no cost to the Government.

NOTES: (a) The above formats may be submitted in compressed form using self-extracting files.

(b) Files may be read-only, password protected.

e. Acceptable media: The Contractor shall submit reports via e-mail. If e-mail is not workable, other acceptable media include 100 or 250 Megabyte Zip*-disk, 3 inch disk, or 650 megabyte CD ROM. Identify the software application and version used to create each file submitted.

(1) E-MAIL. Maximum size of each e-mail message shall be three and one-half (3.5) megabytes. Any compressed files must be self-extracting, and you must provide appropriate instructions. You may use multiple e-mail messages if necessary, however, you must annotate the subject lines in this manner: "Message 1 of 3, 2 of 3, 3 of 3."

(2) 100 or 250 MEGABYTE ZIP*-DISK, 3 INCH DISK, OR 650 MEGABYTE CD ROM via U.S. Mail or other carrier. The Contractor shall label and all submitted disks with the Contract number, the Contractor's name, address and a contact's phone number.

NOTE: Please select only one medium by which to transmit each report. For instance, do not submit a report via e-mail and 100 megabyte Zip*-disk.

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17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE:

MOD/AMD

ATT/EXH ID

PAGE 5

1. DATA ITEM NO.: A003
 2. TITLE OF DATA ITEM.: Presentation Material
 3. SUBTITLE :
 4. AUTHORITY: DI-ADMN-81373
 5. CONTRACT REFERENCE: Section C.5.3
 6. REQUIRING OFFICE...: AMSRD-TAR-N 9. DIST. STATEMENT REQUIRED.: 12. DATE OF FIRST SUB.: See Block 16
 7. DD250 REQ.....: LT 10. FREQUENCY.....: See Block 16 13. DATE OF SUBS. SUB.: See Block 16
 8. APP CODE.....: 11. AS OF DATE.....: See Block 16

| | | | | |
|---|-----------------------|------------|---------|-------|
| 14. DISTRIBUTION | A. ADDRESSEES | B. COPIES: | INITIAL | FINAL |
| Jose Mabesa JR, Contracting Officer's Representative (COR), | | | | 1 |
| | U.S. ARMY TACOM | | | |
| | AMSRD-TAR-N | 15. TOTAL: | 1 | 1 |
| | Building 215 (MS-157) | | | |
| | Warren, MI 48397-5000 | | | |
| | (phone) 586-574-8461 | | | |

16. REMARKS:

a. The Contractor shall deliver one (1) initial 3-panel display board, fourteen (14) months after contract award. The COR shall review the 3-panel display board and communicate any comments to the Contractor within thirty (30) days of receipt 3-panel display board. The Contractor shall deliver one (1) final 3-panel display board upon completion of contract.

b. The presentation material may be publicly displayed at government locations, or at professional or industry trade shows or conferences.

c. Complete the presentation material IAW DID DI-ADMN-81373, "Presentation Material" and insert paragraph 10.3 below.

10.3 Requirement: Contractor shall prepare portable 3-panel display board, approximately 72Wx30H in size.

10.3.1 Left panel to include: Purpose, Problem and Procedure.

10.3.2 Center panel to include: Title, Illustrations/Photos and/or Graphics/Charts.

10.3.3 Right panel to include: Results and Conclusions.

d. See the data item description (DI-ADMIN-81373), at the Internet address below, for instructions on completing the required presentation material.

<http://assist.daps.dla.mil/docimages/0001/58/88/81373.PD2>

17. PRICE GROUP:

18. ESTIMATED TOTAL PRICE: